

INTERCOMPANY OPERATING PROCEDURE #1

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ACQUIRING JOINT OWNERSHIP IN
EXISTING POLES AND ANCHORS

EFFECTIVE DATE October 1, 1981

Whenever one or more parties desire to acquire joint ownership in an existing pole or anchor owned by the other parties, it shall make written application therefor, specifying the location of the pole or anchor in question, the amount of space desired on the pole and the number and character of the circuits to be placed therein. Within ten (10) days after the receipt of such application, the Owners shall notify the Applicant or Applicants in writing whether or not said pole or anchor is among those excluded from joint occupancy under the provision of Article 2 of the agreement. Upon receipt of notice from the Owner or Owners that said pole or anchor is not among those excluded joint ownership shall be established as follows:

1. Where joint ownership of poles is to be established along a route where there is an existing pole line of only one of the parties, the following conditions shall be observed:

A. Poles and anchors suitable for joint occupancy: -

1. "Wholesale" purchases, i.e., five (5) or more consecutive poles which have been in place longer than three (3) years; the purchasing party or parties will pay the owning party or parties a sum equal to the purchasing party's share of the Flat Rate Billing Schedule price that was in effect at the time the pole was placed, as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense, depreciated to the year of placement. The purchase of anchors associated with such poles will be based on the same Flat Rate Billing Schedule as the associated pole. However, if it can be demonstrated, through records, that the anchors in which an interest is to be purchased were placed at some date other than the placement date of the associated pole, the "record" date shall be used to determine the Flat Rate Schedule for billing.
2. Other than "wholesale" purchases, i.e., four (4) or less consecutive poles, or for poles that have been in place for three (3) years or less; the purchasing party or parties will pay the owning party or parties a sum equal to the purchasing party or parties share of the Flat Rate Billing Schedule price

ACQUIRING JOINT OWNERSHIP IN
EXISTING POLES AND ANCHORS

in effect at the time the pole is to be made jointly owned as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense, depreciated to the year of placement. The purchase of anchors associated with such poles will be based on the same Flat Rate Billing Schedule as the associated pole.

3. The above procedure will apply to the purchase of initial interest in poles and anchors to which attachments are made after the standard Exchange of Notice form has been processed, and to poles and anchors to which attachments are made prior to processing of the standard Exchange of Notice form provided the required Exchange of Notice is initiated within thirty (30) days from the date of initial attachment.
4. Other initial attachments will be considered to be Unauthorized Attachments; purchase of initial interest in poles and anchors to which an Unauthorized Attachment has been made will be determined from the current Intercompany Operating Procedure on Unauthorized Attachments.

B. Poles and anchors not suitable for joint occupancy: -

1. Poles that have been in place for three (3) years or less; the procedure outlined in paragraph 6.A of the Intercompany Operating Procedure on Construction and Joint Ownership of New Poles and Anchors will apply.
 2. Poles that have been in place for more than three (3) years: - the Owner or Owners shall replace such poles with poles which are suitable for joint occupancy. The Owner or Owners of the replaced poles shall be entitled to receive from the party or parties desiring joint ownership, an amount equal to one-half the "net loss" of the replaced poles. Each party shall pay its share of the Flat Rate cost of the new poles as specified in the Intercompany Operating Procedure on Division of Cost and Expense.
2. Where joint ownership of poles is to be established as a substitute for separate ownership of poles in existing pole lines of the parties located on the same street, highway or alley, the following conditions shall be observed:
- A. If the poles and anchors of one party are suitable for joint occupancy hereunder, the procedure outlined in paragraphs 1.A 1 and 1.A 2 above shall apply with respect to making such poles and anchors jointly owned. The abandoned poles and anchors shall be removed at the expense of the owner thereof.

ACQUIRING JOINT OWNERSHIP IN
EXISTING POLES AND ANCHORS

- B. If the poles and anchors of any party are suitable for joint occupancy, whichever poles and anchors are agreed upon by the parties for joint occupancy shall be jointly owned without cost to any party. The expense incurred in removing the abandoned poles and anchors and the salvage derived therefrom shall be divided equally between the parties hereto.
- C. If the poles and anchors of none of the parties are suitable for joint occupancy, or if the consolidation of pole lines is required by an outside party (e.g. a governmental body in connection with highway reconstruction, or a governmental ordinance) and the side of the highway designated as the location for the joint line is occupied by a pole line that is not suitable for joint occupancy, new poles and anchors suitable for joint occupancy shall be placed and the cost thereof shall be borne equally by the parties hereto except as specified in the Intercompany Operating Procedures on Construction and Joint Ownership of New Poles and on Division of Cost and Expense. The abandoned poles and anchors shall be removed at the expense of the owners thereof.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Maynard
Title Director Employee Relations
Date 7/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By P. E. Pryde
Title President
Date Oct 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #2

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ASSIGNED SPACE

EFFECTIVE DATE October 1, 1981

1. Assigned space on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the National Electrical Safety Code mentioned in Article 5 of the Agreement, be located in space assigned to another Company. However, if such attachments should interfere with the use of such space by the Company being infringed upon, the infringing Company shall at its own expense make, or arrange for, such changes or pole replacements as may be necessary to make the space available.
2. The assignment of space on a jointly occupied pole is based on a standard 45 foot pole and normal ground clearances along and over public streets, alleys or roads in urban or rural districts, as determined by the Code mentioned above.

The Electric Company space shall consist of the uppermost five feet five inches of space on a standard joint pole.

The New England Telephone Company space shall consist of four feet one inch of space located three feet four inches below the Electric Company space.

The Continental Telephone Company of N.H., Inc. space shall consist of four feet one inch of space located below the New England Telephone space.

The Merrimack Telephone Company space shall consist of four feet one inch of space located below the Continental Telephone Company of N.H., Inc. space.

3. Municipal space shall, if so desired by municipal authorities or deemed desirable by the four Companies, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes. Municipal space, where required, shall be provided by equal space contribution of each Company.
4. Responsibility for excess height above that available on a 45 foot pole is to be assessed to the Company or Companies requiring such excess height in the proportion of their respective needs. Mutual excess height may be the result of the requirement of additional space by each Company, the requirement of municipal space or by variations in clearance requirements such as a railroad crossing, which limit the usable space on a pole.

5. Assignment of space other than that detailed in paragraph 2 for a standard 45 foot pole shall be mutually determined by representatives of the four Companies and shall be shown on the Exchange of Notice form.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyers
Title Director Employee Relations
Date 9/20/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Brydger
Title President
Date Oct 5-1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. -N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #3

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND

MERRIMACK COUNTY TELEPHONE COMPANY
AND

CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

EFFECTIVE DATE October 1, 1981

The purpose of this Intercompany Operating Procedure is to attain better advance planning of new pole line construction, to divide new pole work more equally between companies and to restrict the purchase of poles on an individual basis. Because of the mutual advantages to be gained by the companies through joint planning and construction of new lines, it shall be the general policy of the companies to construct new pole lines as jointly owned lines in cases where it appears reasonable that all companies will use the line within three (3) years from the date of construction. This policy shall not, however, be deemed to require the construction of joint pole lines where the company first having a requirement for new poles desires to construct the line and exclude the others from joint ownership, or where the parties not having received a service request do not wish to participate in the ownership of a joint line. In order to carry out this policy, the companies agree to the following provisions.

1. A. When it has been determined that new poles are required by any company it shall so communicate its need to the other companies as soon as practicable.
- B. The decisions arrived at as a result of joint coordination shall be documented in a timely manner by an Exchange of Notice form as outlined in Paragraphs C, D, E and F below, to be prepared by the company that is to set the poles.
- C. Normally, within ten (10) working days from the date of receipt of the written notification the companies shall notify the initiating company whether or not they desire to have the new line constructed as a joint line.
- D. If, in the opinion of any of the companies, which may not have received a service request, it appears reasonable that service will be requested of it within three (3) years, and any of the other companies desire to have the new line constructed as a joint line, they shall so notify the constructing company, signifying their desire that the line be constructed jointly under the terms of this Inter-company Operating Procedure. If the company having a requirement for new poles agrees on the desirability of joint facilities, a new joint line will be constructed and the cost of poles and anchors shall be in accordance with the Flat Rate

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

- Billing Schedule and joint practices in effect with respect to jointly owned facilities at the time of construction. Joint trimming cost shall be shared in accordance with the then current Intercompany Operating Procedure on Joint Trimming. Construction and billing details, as coordinated by representatives of the companies, shall be covered by the use of the standard Exchange of Notice form.
- E. If, following coordinated efforts with the other companies, the company having the requirement for new poles decides that it does not desire joint facilities, it shall prepare an Exchange of Notice form indicating the reasons for not desiring a joint line, the names of the representatives of the companies who were involved in the coordination, the date of same, and forward it to the companies which will acknowledge its receipt, normally within ten (10) days.
- F. In the event the other companies indicate that they are not interested in joint ownership of the new line the company having the requirement for a new line can construct it suitable for its sole occupancy. The constructing company shall prepare and forward to the other companies an Exchange of Notice form indicating its intent to construct a new pole line and the other companies shall indicate their refusal to participate in same. Such form shall include the names of the representatives of the companies who were involved in the coordination, and the date of same.
2. In the event that the new line is to be constructed as a joint line, the companies shall not be obligated to accept joint ownership in such individual poles and/or anchors in the line as shall not in its opinion be required for its use within three (3) years.
3. In the event the company not having attachments on the pole, but having initially signified its desire to have the line constructed under the terms of this Intercompany Operating Procedure, does not have use for the line after joint ownership has been established, it may, at any time, arrange to sell its remaining interest and shall be reimbursed based on the then current Intercompany Operating Procedure on Termination of the Joint Ownership and Use of a Pole or Anchor. A minimum of three (3) years depreciation will be used in computing the purchase/sale price if the ownership is changed prior to the end of the three (3) year period.
4. Under the conditions of Paragraph No. 3 above, the company selling its remaining interest shall be credited with its payment for the original trimming depreciated over a three (3) year period.

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

5. It is the intent of this practice that each company shall construct all new joint lines within its maintenance area except when the company not having a service request is unable to complete the pole work in time to meet a service date established by the party or parties holding the service request.
6. A. If within three (3) years any of the other companies desires, and it is mutually agreed by all parties, that a pole and/or pole line (excluding anchors) constructed under Paragraphs I.F. and 2. above be reconstructed so that it is suitable for joint occupancy, on receipt of proof of its refusal to participate in joint ownership at the time of construction that company shall be obligated to pay the other companies:
 - (1) The full net loss of the poles to be replaced divided equally by the parties owning the pole.
 - (2) The full cost of the other companies transfer and rearrangement work.
 - (3) The full cost of any additional trimming necessary to provide the same amount of line clearances that existed just prior to the premature pole replacement.
 - (4) Its proportionate share of the cost by all parties of the initial trimming, reduced by one-third for each full year elapsed since the trimming was done.
 - (5) Its share of the flat rate cost of the new poles placed as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense.
 - (6) Its share of the flat rate cost of anchors placed or purchased.
 - (7) If there is no proof of refusal by that company to participate in joint ownership at the time of construction, it shall be obligated to pay the other companies only:
 - a. Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since trimming was done.
 - b. Its share of the flat rate cost of new poles placed as outlined in the then current Intercompany Operating Procedure on Division of Cost and Expense.
 - c. Its share of the flat rate cost of anchors placed or purchased.

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

- B. If joint ownership is desired after the expiration of three (3) years, the standard procedures for acquiring joint ownership in existing poles as outlined in the current Intercompany Operating Procedure on Acquiring Joint Ownership in Existing Poles and Anchors will apply.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyers
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul J. U. Pellet
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Baydler Jr
Title President
Date Oct. 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 10/9/81

INTERCOMPANY OPERATING PROCEDURE #4

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE CO.
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

EFFECTIVE DATE October 1, 1981

1. Custodianship and maintenance of jointly owned poles and anchors shall be as indicated in Attachment #1, DIVISION OF MAINTENANCE, which is made a part of this Intercompany Operating Procedure.
2. The custodian shall maintain all poles and anchors in its custody in a safe and serviceable condition in accordance with the provisions of Article 5 of the Agreement, the expense thereof to be proportioned among the parties hereto in accordance with the division of ownership except as otherwise expressly provided.
3. The custodian shall replace such poles as become defective or are of insufficient size or strength for existing or proposed attachments, and the cost thereof shall be borne as provided in the Intercompany Operating Procedure on Division of Cost and Expense.
4. Upon notice in writing, it shall be the duty of the custodian to replace promptly any pole that may be considered unsafe by the other parties and if the custodian does not do so within a reasonable time, the other party or parties may replace said pole and the custodian shall bear its proportionate part of the expense.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Mangano
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE CO.

APPROVED:

By Paul E. Violante
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By L. E. Boudry
Title President
Date Oct. 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 11/9/81

DIVISION OF MAINTENANCE

MERRIMACK COUNTY TELEPHONE CO.
State Highway Rt. 202 and 9

Pole # $\frac{2}{3}$ to $\frac{2}{27}$

INTERCOMPANY OPERATING PROCEDURE #5

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF COST AND EXPENSE

EFFECTIVE DATE October 1, 1981

1. The cost of erecting new and/or replacement poles and anchors to be jointly owned under this Agreement shall be borne as follows, it being understood that such costs are to include the cost of right-of-way required, the poles and/or anchors placed and the removal of abandoned poles if any (unless otherwise agreed upon by the parties hereto).
 - a. In the case of a standard joint pole or anchor, or joint pole shorter than the standard, the cost shall be divided equally among the four parties.
 - b. In the case of a pole taller than the standard, the extra height of which is due wholly to the requirements of one party, such party shall bear the entire cost above the cost of erecting a standard pole and the balance equal to the cost of a standard pole shall be divided equally among the four parties. Said party shall also pay to each of the others a sum equal to one-fourth of the then value of the replaced pole, if any, and said party shall thereupon become the owner of the replaced pole and shall pay all costs of removing it and shall be entitled to its full salvage value, if any.
 - c. In the case of a pole taller than the standard, the extra height of which is due to the requirements of all parties, the cost shall be divided equally among them.
 - d. In the case of a pole taller than the standard, where a height in addition to that needed for the purpose of any or all of the parties hereto is necessary to meet the requirements of public authority (including the requirement for municipal space) or of property owners, the excess cost of such pole due to such requirements shall be divided equally among them; the rest of the cost of such pole shall be borne as suitably provided for in any of the preceding paragraphs a, b, or c.
2. The division of costs outlined above are also applicable to acquiring joint ownership in existing solely owned poles that are suitable for joint occupancy.

DIVISION OF COST AND EXPENSE

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Maynard
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul P. Vollette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Brydner
Title President
Date Oct 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. - N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #6

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

GUYS AND ANCHORS

EFFECTIVE DATE October 1, 1981

1. Whenever the plant of any of the Companies on a jointly occupied pole creates an unbalanced load on the pole, because of a corner or deadend, that Company or Companies shall be responsible for placing guying adequate to compensate for such unbalanced load.
2. When guying is required by one Company only, that Company will guy its own construction with no provision for joint guying or joint anchorages.
3. In general, joint pole lines shall be guyed as follows:
 - a. Where adequate, a double thimble anchor shall be placed by the constructing Company and shall become jointly owned by the four Companies. The Power Company shall place a guy of its own to one thimble of the anchor. The three Telephone Companies shall place a single jointly owned (between the three Companies) guy to the other thimble of the anchor.
 - b. Where a double thimble anchor is inadequate, the Power Company shall place an anchor and guy for its own use. Where possible, the three Telephone Companies shall participate in the placement of a jointly owned (between the three Companies) anchor and each Company shall then place its own guy to the anchor.
4. Joint anchors shall be installed so as to obtain as much lead as practicable. No anchor shall ordinarily be installed with a lead of less than fifteen (15) feet; an exception would be when sidewalk guys are required. When a fifteen foot lead cannot be obtained, special coordination will be required. Each Company's guying requirements shall be coordinated so that an anchor of adequate size will be installed.
5. When existing pole lines are to become jointly owned and there are anchors which are suitable for the combined loads of all Companies, such anchors will be made jointly owned in accordance with the terms of the then Current Intercompany Operating Procedure on Acquiring Joint Ownership in Existing Poles and Anchors. If the rod will not accommodate another strand the Company requiring the additional guying will add another eye by the use of a guy rod adapter.

GUYS AND ANCHORS

6. When a solely occupied pole line is to be rebuilt for joint occupancy and guying is required by all Companies, the constructing Company will replace, where necessary, any existing anchors that cannot continue in use because of their relation to new poles being placed, and will bill the other Companies their share of the Current Flat Rate Billing Schedule cost of the new anchors installed.
7. When common anchors are necessary because of the right-of-way requirements or other reasons, the original owner will, at the request of the other Companies, replace any existing anchors which could have been retained for its sole use. The requesting Company or Companies will be billed their share of the then Current Flat Rate Billing Schedule cost of the new anchors installed. If common anchors are not required, the Company or Companies coming onto the pole line shall provide their own guying facilities.
8. When placing additional facilities on jointly occupied poles, the Company placing the additional facilities will place any additional anchorage required due to the added facilities. If the new anchor is to be jointly owned by one or all Companies, the constructing Company will bill the other Company or Companies its share of the then Current Flat Rate Billing Schedule cost of the new anchor. If a Company removes its guy strand from an existing joint anchor, it will sell its remaining interest to the other Company or Companies based on the then Current Flat Rate Billing Schedule. If an anchor is to be abandoned, all Companies will remove their own guy strands from the existing anchor. The anchor rods will be removed by the last Company to remove its guy strand at no cost to the other Company or Companies.
9. The necessity for the use of guy shields shall be determined at the time of coordination and, when necessary, shall be placed at the sole expense of the constructing Company.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By

Title

Date

Earl McQuay
Director Employee Relations
9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By

Title

Date

Paul E. Violette
Asst. Mgr.
9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By

Title

Date

R. E. Byrd
President
Oct 5, 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By

Title

Date

N. A. Clark
Division Manager-
Dist. Svcs.-N.H.
11/9/81

INTERCOMPANY OPERATING PROCEDURE #7

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

JOINT TRIMMING

EFFECTIVE DATE October 1, 1981

1. The purpose of this Intercompany Operating Procedure is to establish a definite method of allocating the costs of trimming and any related basal ground spraying of tree and brush stumps associated with the construction and maintenance of a joint pole line.
2. Construction Trimming
 - A. Initial trimming will be performed under one of the following two categories:
 - (1) Roadside, i.e. those locations where the pole setting can be done with equipment that is being operated on a travelled way, either a public highway or a private way, as illustrated in Attachment No. 1 and Attachment No. 2, which are made a part of this Intercompany Operating Procedure.
 - (2) Off Road, i.e. those locations on a right-of-way where the pole setting equipment must operate within the right-of-way, as illustrated in Attachment No. 3, which is made a part of this Intercompany Operating Procedure.
 - B. There will be two divisions of trimming costs for "roadside" trimming; and two for "off road" trimming. These divisions of costs represent a "weighted average" of the varying conditions that are encountered, including different types of construction used by the two Companies.
 - C. Division of trimming costs:
 - (1) For "roadside" trimming, the Power Company will pay 40% and the Telephone Companies will each pay 20% of the trimming costs to meet the requirements shown in Attachments No 1 and No. 2, illustration 1A and 2A as applicable. When additional trimming is required by the Power Company as shown in Attachments No. 1 and No. 2, illustration 1B and 2B, the Power Company will pay 55% and each Telephone Company will pay 15% of the total trimming costs.

JOINT TRIMMING

- (2) For "off road" trimming, the Power Company will pay 40% and the Telephone Companies will each pay 20% of the cost of clearing a ten (10) foot swath, five (5) feet on each side of the center line of the pole line, as shown in Attachment No. 3, illustration 3A. If unusual conditions are encountered that would make it impracticable to operate pole setting equipment in a 10' swath, i.e. obstructions such as boulders, etc., a wider swath shall be cleared and the costs shared equally by mutual agreement. When additional trimming is required by the Power Company as shown in Attachment No. 3, illustration 3B, the Power Company will pay 55% and the Telephone Companies will each pay 15% of the total trimming costs.
- D. Arrangements for joint trimming will normally be made by the Company constructing the line.
4. Maintenance Trimming
- A. Each Company may perform cyclical maintenance trimming on a sole basis.
 - B. The topping of dead or hazardous trees or removal of overhanging limbs will be considered separately; and, following any cost participation negotiated with municipalities or other parties involved, the remaining cost will be shared equally among the Companies.
 - C. The cost of trimming in connection with increased pole height, at the time of replacement, shall be borne as follows:
 - (1) Mutual Benefit Replacement - Power Company - 40%
New England Telephone Company - 20%
Continental Telephone Company - 20%
Merrimack County Telephone - 20%
 - (2) Sole Benefit Replacement - Full cost to be borne by the party for whose benefit the pole is replaced.
 - D. Heavy storm work, such as hurricanes and ice storms, will be handled jointly by the Companies. Agreement should be reached by field representatives of the three Companies as soon as practicable, after each major storm, to determine which lines and to what extent each Company will participate, notwithstanding any participation by other parties. It is not the intent of this paragraph to assume the cost responsibilities that should be borne by the town and/or municipality to provide access to restoration areas.

JOINT TRIMMING

5. Chemical Treatment

- A. The cost of basal ground spraying of tree and brush stumps at the time of ground trimming and chemical treatment shall be borne at the same percentage as that which is applied to the construction trimming cost.

6. Administration

- A. Each Company will annually furnish the other Companies with a list of its approved trimming contractors.
- B. When the trimming costs to the New England Telephone Company does not exceed \$2,000 for any job, it may be done under the annual approved minor contracts. Bids must be solicited from three approved contractors when the cost to the New England Telephone Company exceeds \$2,000.
- C. For work done by mutually approved contractors, the contractor will bill each Company separately for its share of the trimming costs. Bills rendered by the contractor to each Company will show the total cost of the job and the percentage and cost billed to the other Companies.
- D. For work done by a contractor that is not on each Company's list of approved contractors, the constructing Company will pay the full cost of the trimming bill and then bill the other Companies their share of the total cost. Such bill shall be accompanied by a copy of the contractor's bill.
- E. The full cost of any uncoordinated trimming shall be borne by the Company that arranged for same. This section will not conflict with the other Intercompany Operating Procedures.

JOINT TRIMMING

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By E. L. Mays
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul R. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. S. Brydley
Title President
Date oct 5 1981

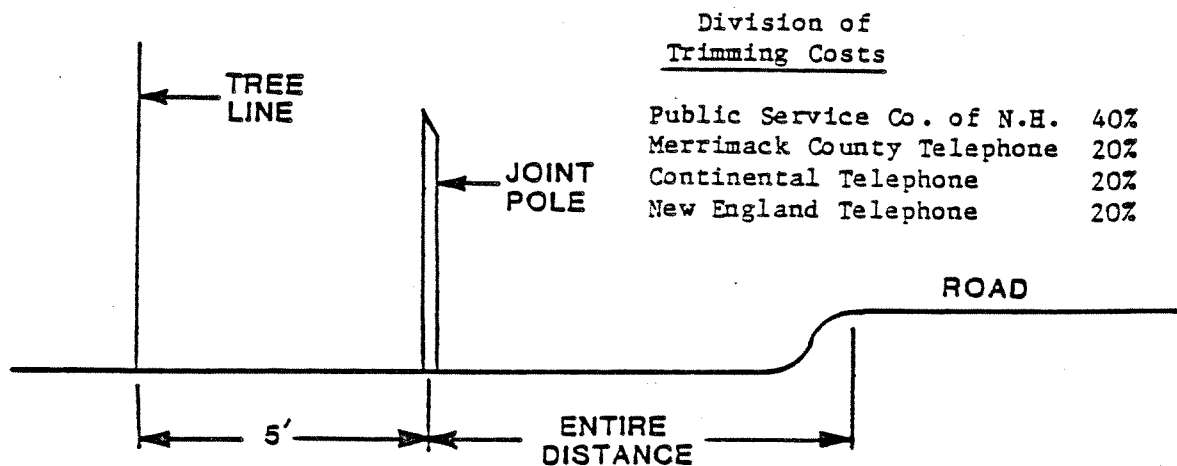
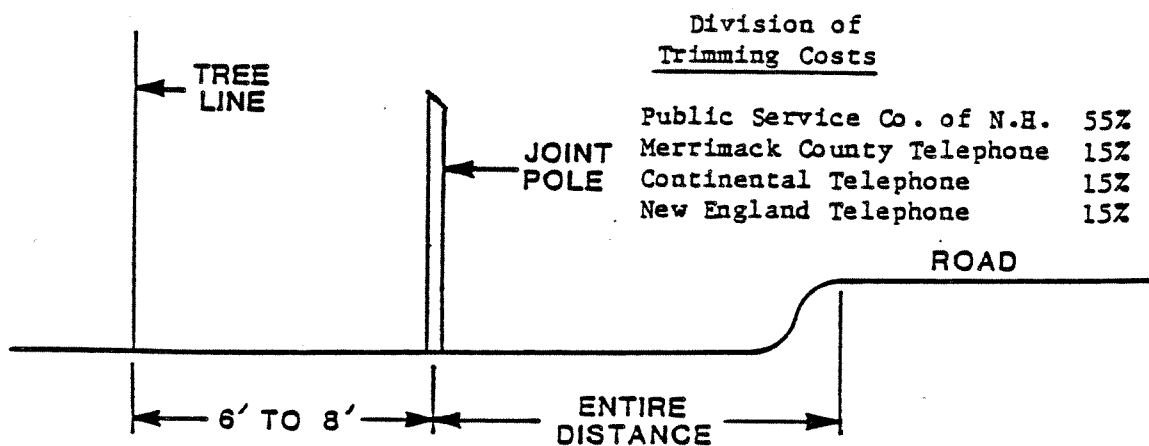
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. - N. H.
Date 11/9/81

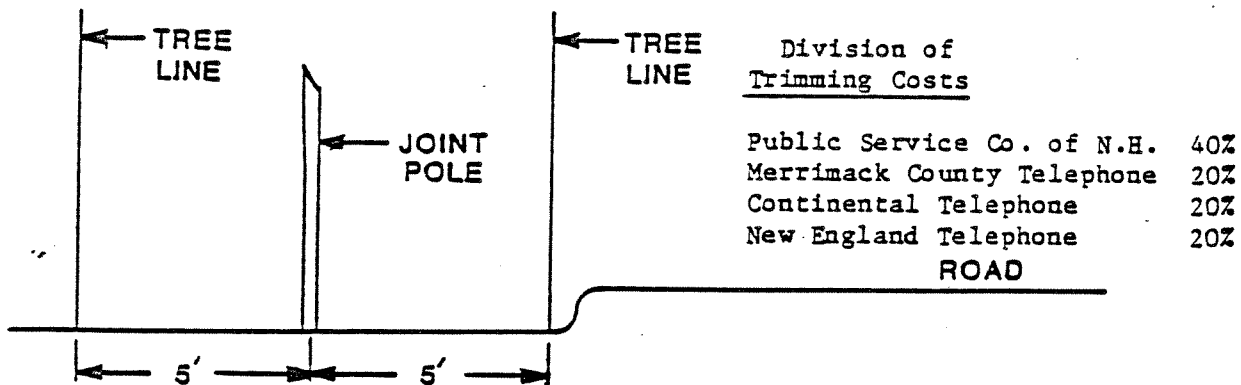
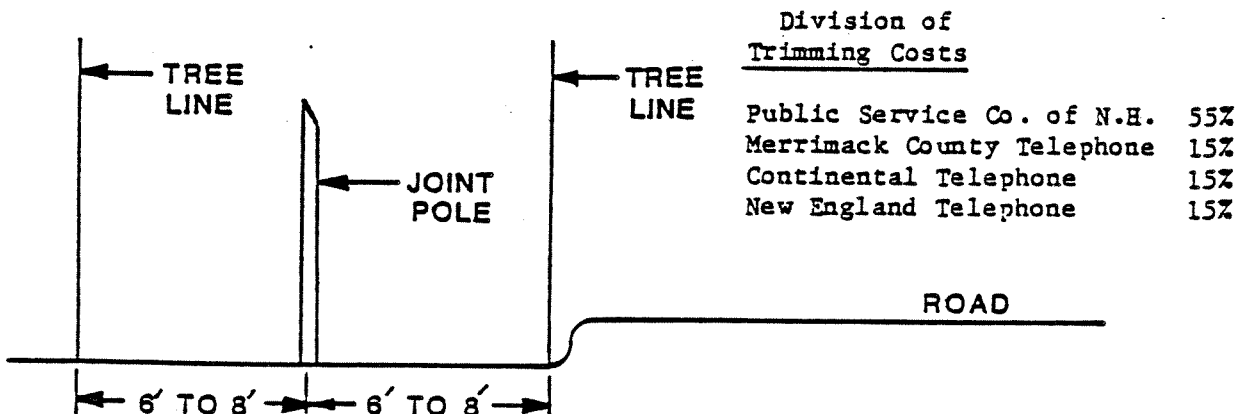
CONSTRUCTION TRIMMINGROADSIDE TRIMMING

A. Poles located at edge of travelled way, either highway or private way.

ILLUSTRATION #1AILLUSTRATION #1B

In both of the above illustrations, all construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

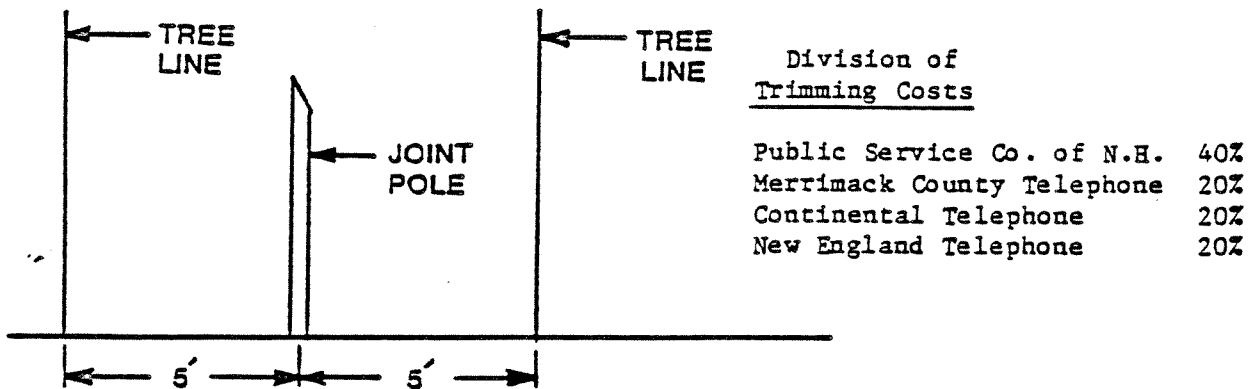
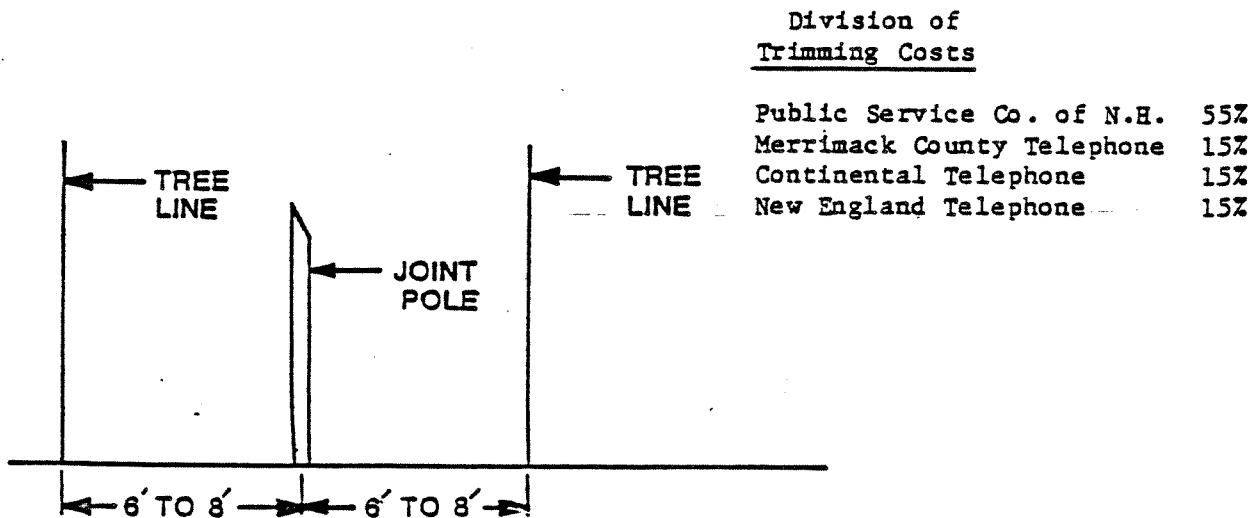
- B. Poles located off the travelled way, either highway or private way; pole locations are such that they can be reached and worked on from the road, but the distance from the edge of the road to the centerline of the pole line is such that the entire distance will not be cleared of trees and brush.

ILLUSTRATION #2AILLUSTRATION #2B

In both of the above illustrations, all construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

CONSTRUCTION TRIMMINGOFF ROAD (R.O.W.) TRIMMING

- A. Poles located on a right-of-way where the pole setting equipment must operate within the right-of-way.

ILLUSTRATION #3AILLUSTRATION #3B

In both of the above illustrations, all construction may be either horizontal or vertical. The type of construction will not affect the division of trimming costs.

INTERCOMPANY OPERATING PROCEDURE #8

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND

MERRIMACK COUNTY TELEPHONE COMPANY
AND

CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE (VERTICAL) GROUNDS AND BONDING

EFFECTIVE DATE October 1, 1981

Pole (vertical) grounds and bonds between the Telephone Companies cable strands and the Power Company multi-grounded neutral will be provided as follows:

1. For the purpose of this Intercompany Operating Procedure, the following definitions will apply:
 - a. Pole (vertical) grounds - Will consist of a 7 - 8 inch diameter copper plate attached to the pole butt or an 8' x 5/8" copperplated galvanized steel ground rod or two 5' x 5/8" sectional copperplated or galvanized rods coupled together and driven as one rod, driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with the head of the ground rod not less than 3 inches under the surface of the earth. A bare ground wire will be attached securely with static-proof staples to the quarter of the pole away from the flow of traffic and covered with molding for a minimum distance of 8 feet above the earth surface. Ground wires will have a minimum of conductivity equivalent to #6 copper conductor, and will be connected to the butt plate or ground rod at one end and to the Power Company's multi-grounded system neutral at the other end.
 - b. Bond - Will have a minimum conductivity of #6 copper conductor connected to the Telephone Companies cable strands or to its open wire, C rural wire or multiple wire protectors at one end and to the Power Company's multi-grounded system neutral, or to a vertical pole ground which in turn is connected to the Power Company's multi-grounded neutral, at the other end.
2. No intercompany billing is required with this Intercompany Operating Procedure.
3. Pole Grounds - New construction; the four Companies will coordinate their respective requirements for pole grounds. The Company installing the joint pole will also furnish and install all pole grounds at such locations as required by any of the Companies.
4. Pole grounds - existing poles.
 - a. When replacing an existing pole on which there is a pole grounds, the Company setting the new pole will furnish and install a new pole ground.

POLE (VERTICAL) GROUNDS AND BONDING

- b. When replacing an existing pole on which there is no pole ground, the Company setting the new pole will furnish and install a new pole ground if either of the other Companies requests one at the time the pole replacement is coordinated or one is required by the placing Company.
 - c. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.
- 5. Any pole grounds installed by the Telephone Companies under 3 and 4 above will be extended to the bottom of the neutral space with sufficient length of conductor for connection to the Power Company's multi-grounded system neutral.
- 6. The placement of bonds between Telephone Companies cable strands or protectors associated with C rural, multiple or open wire, and Power Company's multi-grounded system neutral shall be as follows:
 - a. If required at a location where there is a pole ground, the Telephone Company involved will provide the bonding conductor and make the connection to both the strands or protector and the pole ground.
 - b. If no pole ground is present and is not required by the Telephone Company involved, it will provide a sufficient length of conductor for connection to the Power Company's multi-grounded system neutral and will connect one end to its strand or protector.
 - c. If no pole ground is present and one is required by the Telephone Company involved, the provisions of 4-c above will apply.
- 7. In all cases, the connection of either a pole ground or a bonding conductor to the Power Company's multi-grounded system neutral will be done by the Power Company within thirty (30) days of receipt of written notice.
- 8. A pole ground will be maintained by the Company that maintains the pole, except that the Power Company will maintain all pole grounds above the Telephone Companies space regardless of maintenance areas.
- 9. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting Power Company facilities in the 0 to 60 KV range only. Joint occupancy with higher voltages, if encountered, will be subject to special consideration.

POLE (VERTICAL) GROUNDS AND BONDING

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Carl Morgan
Title Director Employee Relations
Date 9/28/81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Boudreau
Title President
Date Oct 5 1981

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Violette
Title Asst. Mgr.
Date 9.30.81

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. -N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #9

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE REPLACEMENTS

EFFECTIVE DATE October 1, 1981

The purpose of this Intercompany Operating Procedure is to reaffirm one of the principles of joint occupancy of poles, i.e. that each Company shall cooperate with the other Companies so that each, in carrying out its duties, shall give proper consideration to the mutual problems which may arise and so that the Companies can jointly determine the best solution in situations where the facilities of both are involved.

When difficulties would be encountered in the replacement of existing joint poles due to the type of construction employed by any or all Companies, the Companies shall cooperate in the execution of the work involved in a timely manner which normally will be within five (5) working days following notification. There will be no intercompany billing for the increased costs that may be experienced by the Companies when it is necessary for each Company to have a crew present to facilitate the placement or removal of joint poles.

For billing purposes, Maintenance Area jurisdiction shall govern which Company is entitled to placing and/or removal credits for those work operations that are completed in a joint effort.

When replacing an existing pole, consideration must be given to placing the new pole in such a location that it can be licensed by the proper licensing authority. When it is necessary to set a replacement pole in a different location than that occupied by the existing pole, due consideration must be given to the transfers and rearrangements required by all Companies. Such new locations shall be field coordinated and covered by an Exchange of Notice form, with sufficient details showing the proposed location of the new pole, prior to replacement. In cases of emergency verbal notice will be given and subsequently confirmed in writing.

If a replacement pole is set in a new location without coordination with and agreement by the other Companies, and the new location is such that the other Companies will incur greater costs in transferring its facilities to the new pole than it would have incurred had the pole been replaced in its existing location, field representatives of the Companies shall attempt to reach a mutually acceptable solution to the problem, including resetting the new pole in a mutually acceptable location. Those that cannot be resolved by the field representatives shall be escalated through lines of organization.

POLE REPLACEMENTS

At the end of one year from the effective date of this Intercompany Operating Procedure it will be reviewed by the Joint Committee to determine whether or not a penalty should be imposed on the placing Company when it sets a replacing pole in a different location without prior coordination with the other Company.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyers
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. V. Riste
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Byrd
Title President
Date Oct 5, 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. -N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #10

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND

MERRIMACK COUNTY TELEPHONE COMPANY
AND

CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

EFFECTIVE DATE October 1, 1981

1. At the present time joint ownership and occupancy of poles will include Power Company facilities up to 60 KV phase-to-phase. Joint Ownership and occupancy of poles carrying power lines in the 20 to 60 KV class will be restricted to multi-grounded neutral power systems.
2. When any Company desires to change the character of its circuits on jointly owned poles, such Company shall normally give one hundred and twenty (120) days notice in writing to the other Companies of such contemplated change. In those cases where such notice is not possible, verbal notice shall be given followed by written notice, with continuing verbal communication and cooperation among the Companies to meet service dates.
3. The Companies shall then cooperate in determining (a) the conditions under which joint ownership may be continued on a mutually satisfactory basis, or (b) the most practical and economical method of providing for separate lines.
 - a. When joint ownership is to be continued with the higher voltage proposed by the Power Company, each Company will, at its own cost, provide whatever protection is necessary on its own facilities to meet the requirements of the National Electrical Safety Code and its own specifications. Bonding and grounding will be done in accordance with the then current Intercompany Operating Procedure on Pole (Vertical) Grounds and Bonding.
 - b. When separate lines are to be established the Company whose circuits are to be removed from the jointly owned poles shall promptly carry out the necessary work.
 - (1) When the Company that wishes to change the character of its circuits remains on the existing poles, that Company shall pay the Company or Companies removing its circuits a sum equal to the then value of the removing Company's interest in the jointly owned poles plus the value of the unexpired life of the facilities that are being removed from the old pole line plus the cost of removal minus the salvage value of the facilities that are being removed, as determined by the Company or Companies removing its facilities.

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

- (2) When the Company that wishes to change the character of its circuits is to removed its facilities from the existing poles, the Company or Companies remaining on the existing poles shall acquire full interest in them in accordance with the then current Intercompany Operating Procedure on Termination of the Joint Ownership and Use of a Pole or Anchor.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Mcgarry
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Brydger
Title President
Date Oct 5, 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager -
Dist. Svcs. - N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #11

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

REQUEST TO TRANSFER CONSTRUCTION AND/OR
REQUEST TO ATTACH BOND OR
VERTICAL GROUND TO MULTI-GROUNDED NEUTRAL

EFFECTIVE DATE October 1, 1981

1. On completion of pole and/or anchor work that necessitates transfer notices, the constructing Company shall issue a "Request to Transfer Construction Form" (N.E.T.&T.Co. Form 57 or a similar form containing the required information). Two copies of the Form shall be sent to the other parties to the agreement who in turn will return one copy to the sender as notification that transfer work is complete. Two copies of the form shall also be sent to any other parties involved, such as the Municipality and/or CATV Companies requesting them to transfer and return a copy of the Form advising that their work is complete.
2. When one of the Telephone Companies has completed the work of placing a vertical ground or bond that is to be connected to the Electric Company's multi-grounded neutral, as indicated in the Intercompany Operating Procedure on Pole (Vertical) Grounds and Bonding, the last Telephone Company to complete its work shall send two copies of a request to connect to the M.G.N. to the appropriate office of the Electric Company. On completion of the work the Electric Company will return one copy to the originator.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl McGeary
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. White
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By R. E. Boudet
Title President
Date Oct 5, 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 10/9/81

INTERCOMPANY OPERATING PROCEDURE #12

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

FLAT RATE BILLING SCHEDULES

EFFECTIVE DATE January 1, 1984

The purpose of this Intercompany Operating Procedure is to establish Flat Rate Billing Schedules and a practice for their revision. Such schedules are referred to in various other Intercompany Operating Procedures.

- a. Flat Rate Billing Schedules effective on the above date shall be as indicated in the attached Schedule A, which is made a part of this Intercompany Operating Procedure.
- b. Representatives of the four Companies will review the current Flat Rate Billing Schedules on or about September 1st of each year to determine if revisions are necessary.
- c. Insofar as practicable, each Company's average current costs shall be used to develop the average of the four Companies costs which will be used as the new Flat Rate Billing prices. If current costs are not available by mutual agreement an approximation of current costs may be developed through the use of the latest costs available and applicable cost index figures.
- d. If revised, Flat Rate Billing Schedules shall be based on the twelve (12) months ending December 31 of the previous year and shall normally become effective January 1 of each year and shall remain in effect until again revised by mutual agreement.

FLAT RATE BILLING SCHEDULES

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By *John C. McFeters*
Title Senior Vice President
Date 12-16-83

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By *Paul E. Vilibito*
Title Vice President - Operations
Date 12-28-83

CONTINENTAL TELEPHONE COMPANY
OF N.H. INC.

APPROVED:

By *[Signature]*
Title President
Date 01-03-84

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By *[Signature]*
Title Division Manager-Dist.Svcs.-N.H.
Date 12/22/83

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

AND

MERRIMACK COUNTY TELEPHONE COMPANY
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

RECIPROCAL FLAT RATE BILLING SCHEDULE

EFFECTIVE JANUARY 1, 1984

Anchors and Rock Bolts

Billing for one-fourth interest in single or double thimble-eye anchors and rock bolts will be at the rate of \$47.00 for all sizes. All anchors placed will be double thimble-eye.

Trenching and/or Resetting Poles

In specific cases and by mutual written agreement in advance, one-fourth actual cost will be billed by Company performing the work.

Reused Poles

Salvaged poles may be reused at new locations and will be billed at new pole rates. However, neither Company will reuse a pole which is unsuitable for joint use.

Ledge

No additional billing for ledge holes; included in average pole costs.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

RECIPROCAL FLAT RATE SCHEDULE FOR BUYING AND SELLING INTEREST IN POLES
EFFECTIVE JANUARY 1, 1984
PER CENT REMAINDER SERVICE LIFE

	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5
25'	\$228.00	\$216.60	\$205.20	\$193.80	\$182.40	\$171.00	\$159.60	\$148.20	\$136.80	\$125.40	\$114.00	\$102.60	\$91.20	\$79.80	\$68.40	\$57.00	\$45.60	\$34.20	\$22.80	\$11.40
30'	316.00	300.20	284.40	268.60	252.80	237.00	221.20	205.40	189.60	173.80	158.00	142.20	126.40	110.60	94.80	79.00	63.20	47.40	31.60	15.80
35'	414.00	393.30	372.60	351.90	331.20	310.50	289.80	269.10	248.40	227.70	207.00	186.30	165.60	144.90	124.20	103.50	82.80	62.10	41.40	20.70
40'	498.00	473.10	448.20	423.30	398.40	373.50	348.60	323.70	298.80	273.90	249.00	224.10	199.20	174.30	149.40	124.50	99.60	74.70	49.80	24.90
45'	608.00	577.60	547.20	516.80	486.40	456.00	425.60	395.20	364.80	334.40	304.00	273.60	243.20	212.80	182.40	152.00	121.60	91.20	60.80	30.40
50'	704.00	668.80	633.60	598.40	563.20	528.00	492.80	457.60	422.40	387.20	352.00	316.80	281.60	246.40	211.20	176.00	140.80	105.60	70.40	35.20
55'	822.00	780.90	739.80	698.70	657.60	616.50	575.40	534.30	493.20	452.10	411.00	369.90	328.80	287.70	246.60	205.50	164.40	123.30	82.20	41.10

NET SALVAGE VALUES OF REUSABLE
FULLY TREATED PINE POLES

	Full Material Cost	Full Removal Cost	Full Net Salvage
25'	\$ 44.00	\$84.00	\$(40.00)
30'	60.00	84.00	(24.00)
35'	84.00	84.00	-
40'	120.00	84.00	36.00
45'	138.00	84.00	54.00
50'	182.00	84.00	98.00
55'	212.00	84.00	128.00

INTERCOMPANY OPERATING PROCEDURE #13

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

RIGHTS-OF-WAY, EASEMENTS AND LICENSES

EFFECTIVE DATE October 1, 1981

1. Definitions

a. For the purposes of this I.O.P. the following definitions apply:

1. Right-of-Way - a legal right of passage across, over and/or under another person's realty. (May be an easement, a license, a permit or verbal permission).
2. Easement - an interest in realty owned by another that entitles its holder to a specific use or enjoyment of the realty or a portion thereof.

2. Existing Lines

The Company acquiring an interest in existing poles shall, with the necessary cooperation of the other Companies, unless otherwise agreed, secure necessary rights-of-way, easements and licenses from property owners and public authorities.

3. New Lines

- a. The Company erecting new joint poles and anchors shall, with the necessary cooperation of the other Companies, unless otherwise agreed, secure necessary rights-of-way, easements and license from property owners and public authorities. All such rights obtained by any Company shall be in the joint names of all Companies. Where possible, a blanket easement, right-of-way or license will be obtained for all poles, anchors, guys and stubs. Where necessary, each Company shall obtain easements, rights-of-way and licenses for poles, anchors, guys and stubs required for sole use.
- b. Exceptions to the above are the crossing of State owned public waters and the crossing, or occupancy, of Railroad property or rights-of-way. In such instances, or similar ones, unless otherwise agreed each Company will obtain whatever permits are necessary to fulfill its own requirements.
- c. An easement will not ordinarily be required for a pole line that is to be located on the property of the customer being served, or if the customer is a tenant of the owner of the property on which the pole line is to be located. If, however, such a pole line probably will be used or extended at a future date to supply other customers, permanent easements should be obtained. It is the policy of both Companies not to make payment for these easements.

RIGHTS-OF-WAY, EASEMENT AND LICENSE

4. Recording and Recording Fees

- a. All documents shall be recorded promptly, and a copy shall be furnished to the other Company.
- b. The recording fees for municipal grants, licenses, rights-of-way and private property easements will be paid by the Company obtaining same.

5. Other Payments

- a. Nominal payments paid to property owners for easements, etc. will be paid by the Company obtaining same.
- b. Payments other than "nominal", when mutually agreed in advance, will be shared equally by the four Companies.

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Mcgarry
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By L. E. Boudet
Title President
Date Oct 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title for Division Manager-
Dist. Svcs. - N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #14

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

STREET SIDE COMMUNICATION ATTACHMENTS

EFFECTIVE DATE October 1, 1981

The "Joint Pole Practices for Supply and Communications Circuits" (EEI Publication No. M12), issued by the Edison Electric Institute and the American Telephone and Telegraph Company provides that:

"Communications suspension strands and longitudinal runs of paired conductors when attached directly to the pole shall be placed on the field side, except:

- a. They may be located on the street side of poles in specific situations where the continued absence of street lamps, supply vertical runs, or other supply attachments in or below communication space on the street side of the pole is assured, and where the proposed construction is agreed to by the parties concerned, due regard being given to the desirability of avoiding frequent cross-overs from one side of the line to the other.
- b. They may be placed on the alley side in alleys where poles are located close to buildings."

In addition to the exceptions noted above, the Telephone Companies may, with the mutual consent of the Electric Company, occupy both sides of the poles with longitudinal paired wire runs and cable strands within their assigned space. Such attachments shall have a minimum spacing of one (1) foot at the pole, and be confined to no more than four (4) strands per pole. Where difficulties would be encountered by the Electric Company in the installation or removal of a pole, due to the Telephone Companies' attachments on both sides of the pole, the four Companies shall cooperate in the execution of the work involved.

Under this Intercompany Operating Procedure, there will be no intercompany billing for the increased costs that may be experienced by any of the Companies where it is necessary for each Company to have a crew to facilitate the placement or removal of joint poles. Intercompany billing will be in accordance with the appropriate Flat Rate Billing Schedule for the work operations involved.

It is not the intent of this Intercompany Operating Procedure to include the setting of poles for the sole purpose of rearranging cables or strand from one side of the pole to the other.

STREET SIDE COMMUNICATION ATTACHMENTS

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyers
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul E. Vollette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By L. S. Baydick
Title President
Date Oct 5 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #15

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

TERMINATION OF THE JOINT OWNERSHIP
AND USE OF A POLE OR ANCHOR

EFFECTIVE DATE October 1, 1981

If any party desires, at any time, to abandon a jointly owned pole or anchor, it should give the other parties notice in writing to that effect, at least sixty (60) days prior to the date on which it intends to abandon its use and ownership of such pole or anchor. If the other parties desire to continue the use and ownership of such pole or anchor they shall, upon the removal of all the attachments of the party abandoning the pole or anchor, assume ownership of such pole or anchor and shall thereafter save harmless the party abandoning the pole or anchor from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter and not growing out of the presence or condition of such pole or anchor or of any attachments thereon. Such other parties shall pay to the abandoning party a sum for its interest in said pole and/or anchor as determined by the following procedure:

1. The abandoning party shall bill the remaining parties for its share of the then value of the existing pole.
 - a. The remaining parties shall pay the abandoning party a sum equal to one-fourth of the Flat Rate Billing Schedule in effect at the time the pole is to become solely owned by the remaining parties, using pole heights as they exist, depreciated to the year of placement.
2. The sale price for the remaining interest in a jointly owned anchor will be based on the Flat Rate Billing Schedule in effect at the time the associated pole becomes solely owned by the remaining parties.
3. If all parties at the same time abandon any jointly owned pole or anchor, each party shall, at its own expense, remove its attachments therefrom. The last party to remove its attachments from such pole shall remove the pole or anchor, and the expense incurred in removing said pole and the proceeds derived therefrom shall thereupon be divided among the parties hereto in proportion to the division of ownership thereof.

TERMINATION OF THE JOINT OWNERSHIP
AND USE OF A POLE OR ANCHOR

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyers
Title Director Employee Relations
Date 9/28/81

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul P. Violette
Title Asst. Mgr.
Date 9-30-81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By L. E. Baydich
Title President
Date Oct 5, 1981

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. A. Clark
Title Division Manager-
Dist. Svcs. -N.H.
Date 11/9/81

INTERCOMPANY OPERATING PROCEDURE #16

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND
MERRIMACK COUNTY TELEPHONE COMPANY
AND
CONTINENTAL TELEPHONE COMPANY OF N.H., INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

UNAUTHORIZED ATTACHMENTS

Effective October 1, 1981

The purpose of this Intercompany Operating Procedure is to provide a program to effect joint ownership of poles and anchors upon which either party is attached without authorization.

1. Effective October 1, 1981 all unauthorized attachments discovered by any party, as well as all billings rendered, will be billed at the flat rate schedule in effect at the date of discovery, plus mutually agreed fixed charges to the year the pole and/or anchor were set, plus, ten percent (10%) of the flat rate schedule at date of discovery. If the pole and/or anchor were set prior to 1975, the year 1974 is to be used. See schedule attached.
2. The party or parties attached without authorization should pay to the owner or owners of the pole their share of the total billing.

UNAUTHORIZED ATTACHMENT

PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE

APPROVED:

By Earl Meyan
Title Director Employee Relations
Date 9/28/81

CONTINENTAL TELEPHONE COMPANY
OF N.H., INC.

APPROVED:

By L. E. Bendick
Title President
Date oct 5 1981

MERRIMACK COUNTY TELEPHONE COMPANY

APPROVED:

By Paul F. Violette
Title Asst. Mgr.
Date 9-30-81

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

APPROVED:

By N. P. Clark
Title Division Manager-
Dist. Svcs.-N.H.
Date 11/9/81

Schedule of Billing for Unauthorized Attachments
Effective October 1, 1981

Year	25' Pole			30' Pole			35' Pole			40' Pole						
	Sch. Cost	Fixed Charge	Admin. Cost.	Total	Sch. Cost	Fixed Charge	Admin. Cost	Total	Sch. Cost	Fixed Charge	Admin. Cost	Total				
1974	101.00	57.54	10.10	168.64	130.00	78.63	13.00	221.63	170.00	103.57	17.00	290.57	205.00	132.34	20.50	357.84
1975	101.00	84.29	10.10	195.39	130.00	111.32	13.00	254.32	170.00	147.90	17.00	334.90	205.00	186.07	20.50	411.57
1976	101.00	77.71	10.10	188.81	130.00	109.03	13.00	252.03	170.00	142.67	17.00	329.67	205.00	172.83	20.50	398.33
1977	101.00	65.45	10.10	176.55	130.00	88.44	13.00	231.44	170.00	118.51	17.00	305.51	205.00	142.39	20.50	367.89
1978	101.00	54.68	10.10	165.78	130.00	75.44	13.00	218.44	170.00	97.59	17.00	284.59	205.00	115.58	20.50	341.08
1979	101.00	43.53	10.10	154.63	130.00	55.31	13.00	198.31	170.00	75.28	17.00	262.28	205.00	96.27	20.50	321.77
1980	101.00	26.83	10.10	137.93	130.00	35.57	13.00	178.57	170.00	46.18	17.00	233.18	205.00	57.41	20.50	282.91
1981	101.00	-	10.10	111.10	130.00	-	13.00	143.00	170.00	-	17.00	187.00	205.00	-	20.50	225.50

Year	45' Pole			50' Pole			55' Pole			Anchor						
	Sch. Cost	Fixed Charge	Admin. Cost.	Total	Sch. Cost	Fixed Charge	Admin. Cost	Total	Sch. Cost	Fixed Charge	Admin. Cost	Total	Sch. Cost	Fixed Charge	Admin. Cost	Total
1974	260.00	170.69	26.00	456.69	303.00	180.28	30.30	513.58	356.00	189.87	35.60	581.47	67.00	38.36	6.70	112.06
1975	260.00	236.95	26.00	522.95	303.00	283.07	30.30	616.37	356.00	341.91	35.60	733.51	67.00	76.33	6.70	150.03
1976	260.00	215.74	26.00	501.74	303.00	229.66	30.30	562.96	356.00	278.38	35.60	669.98	67.00	47.56	6.70	121.26
1977	260.00	177.76	26.00	463.76	303.00	194.57	30.30	527.87	356.00	218.45	35.60	610.05	67.00	36.26	6.70	109.96
1978	260.00	143.26	26.00	429.26	303.00	168.18	30.30	501.48	356.00	191.02	35.60	582.62	67.00	30.45	6.70	104.15
1979	260.00	125.46	26.00	411.46	303.00	153.12	30.30	486.42	356.00	177.19	35.60	568.79	67.00	27.14	6.70	100.84
1980	260.00	73.94	26.00	359.94	303.00	88.92	30.30	422.22	356.00	101.40	35.60	493.00	67.00	16.85	6.70	90.55
1981	260.00	-	26.00	286.00	303.00	-	30.30	333.30	356.00	-	35.60	391.60	67.00	-	6.70	73.70